

STANDARD UTILITY AGREEMENT

U-0013 – Fort Bend County Municipal Utility District No. 50
County: **Fort Bend County, Texas**
Highway: **FM 1093 Westpark Extension**

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and Fort Bend County Municipal Utility District No. 50 ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: 12-inch water line abandonment according to the following schedule:

Start date – December 1, 2015
Completion date – January 31, 2016

and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Exhibit "A," Exhibit "B" and Exhibit "C".

WHEREAS, Subchapter E of Chapter 203 of the Texas Transportation Code regarding the relocation of utilities does not apply to this Project, but the County wishes to negotiate in good faith and enter into agreements with all affected utility companies for the participation in the costs of the adjustment, removal, and/or relocation of certain facilities as authorized under such subchapter.

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with **Utility** to govern the terms for participation in the costs of the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** fifty percent (50%) of the documented actual costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **County** not later than 90 days after completion of the work.

Date
Fort Bend County


Initial Date
November 10, 2015
MUD #50

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

However, for any failure by **Utility** to conclude said adjustment, removal, or relocation by the stated completion date not caused by events outside **Utility's** control, the **County** may elect to: (1) reduce the reimbursement to **Utility** by one percent (1%) each day delayed; or (2) relocate the facility at the sole cost and expense of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County** and **Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans and Specifications (Exhibit "A");
3. Utility Construction Cost Estimate (Exhibit "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Exhibit "C").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**. However, the **County** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The **Utility** acknowledges to and for the benefit of the **County** and State of Texas that it understands the project under this Agreement is eligible for Federal-aid highway funds and as such, requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the **Utility** pursuant to this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

Date
Fort Bend County

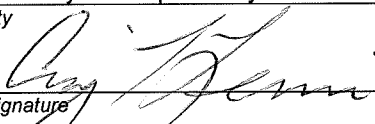

Initial
November 10, 2015
Date
MUD #50

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that Fort Bend County, Texas makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: Fort Bend County Municipal Utility District No. 50
Name of Utility

By: 
Authorized Signature
Craig Lewis
Print or Type Name

Title: President, Board of Directors

Date: November 10, 2015

EXECUTION RECOMMENDED:

COUNTY

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____

Date
Fort Bend County

 November 10, 2015
Initial Date
MUD #50

Exhibit A

Fort Bend County Municipal Utility District #50 Plans & Specifications

(3 Pages that Follow)

Date
Fort Bend County

CPH Nov. 19 2013
Initial Date
MUD #50

12. WATER LINE ABANDONMENT 2805-903

PLANS FOR

INDEX

- 1 COVER SHEET
2 GENERAL NOTES AND MISCELLANEOUS DETAILS
3 LINE "A"



LOCATION MAP



VICINITY MAP
KEY MAP # 525-F
OIMS MAP # 44540
ZIP CODE 77408

PLAT NAME: N/A

CPC 101 REFERENCE NO. N/A

LOG NO: 201-5545

"Prior to construction of these facilities within or by the District, the District or its Engineer will give written notice by Registered or Certified Mail to the Director of Public Works and Engineering, City of Houston stating the date such construction will commence."

FORT BEND COUNTY ENGINEER

Conclusion

ENGINEERING
RICHARD W. STOLLER, P.E.

DATE: _____

THESE SIGNATURES ARE VOID IF CONSTRUCTION HAS NOT COMMENCED IN ONE (1) YEAR FROM DATE OF ADOPTION.

ENGINEER:.....

1

**ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!**
(713) 221-4967 (in Houston)
(New Service Number Outside Houston)



ergonomics
engineers

16340 Park Ten Place
Suite 350
Houston, Texas 77084
(713) 461-9900

INTERIM REVIEW ONLY
DOCUMENT INCOMPLETE: Not intended
for permit or construction.
Engineer, Resetteo L. Walling
P.E. License No. 92483
DATE: October, 2015

SPONSORED BY: Miller Savings Group PG 802

AFTER DATE OF SIGNING
 CITY OF HOUSTON

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
BUREAU OF STREET LIGHTS
BUREAU OF TRAFFIC SIGNALS
BUREAU OF TRAFFIC SIGNALS

[illegible]

4/1/2018 11:58 AM	DISCUSS
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DATE	TIME
10/10/10	10:10

100

PROGRAM & BUDGET

only through	the way of nature
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DATE: 11/11/2011

DIRECTOR of PUBLIC WORKS

608 JOURNAL OF MANAGEMENT INQUIRY

I

SHEET

	N3	I	C

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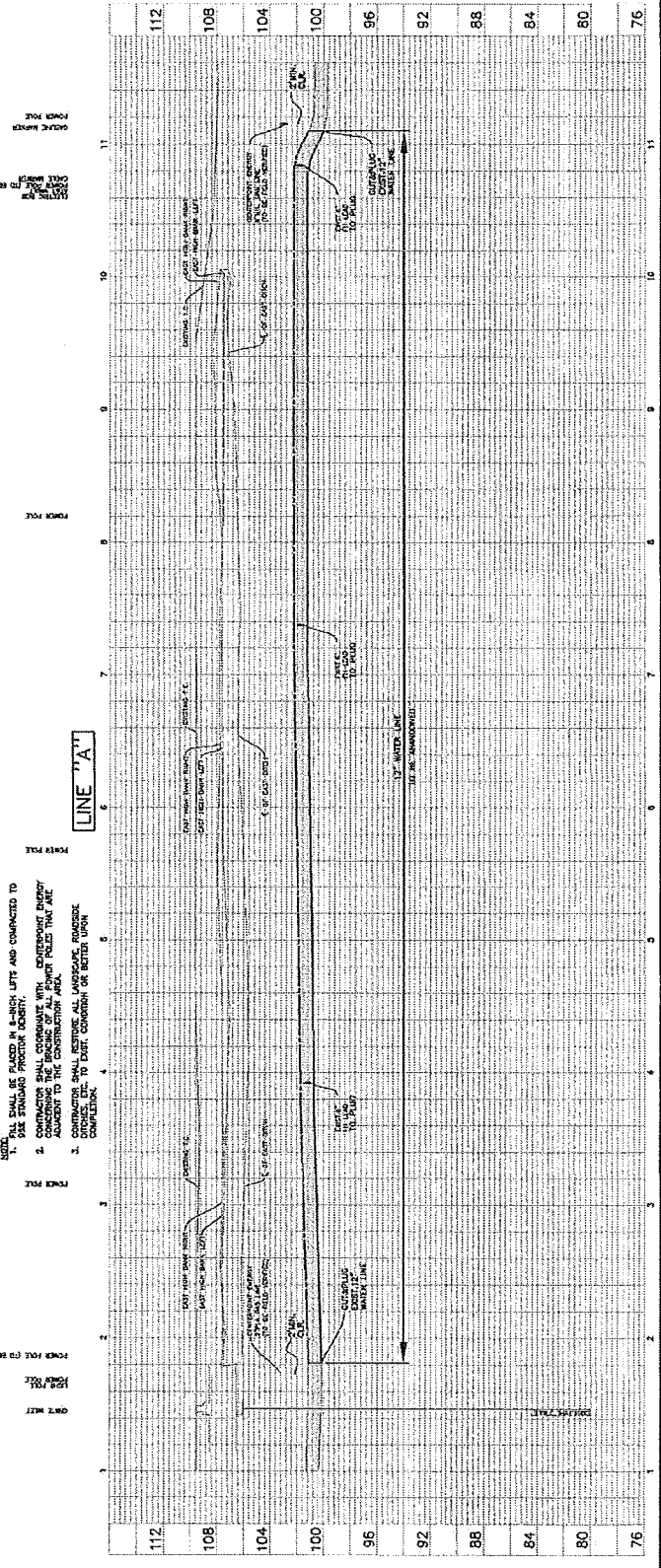


Exhibit B

Fort Bend County Municipal Utility District #50 Construction Cost Estimate

(2 Pages that Follow)

Date
Fort Bend County


Initial Date
MUD #50

OFF-SITE UTILITIES
TO SERVE
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 50
PRELIMINARY ENGINEER'S ESTIMATE
FOR THE ABANDONMENT OF
WATER LINE

I. DISTRICT ITEMS

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
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A. SITE WORK ITEMS

1. Mobilization	L.S.	1	\$7,500.00	\$7,500.00
2. Pollution Prevention Plan (Pre And Post Construction)	L.S.	1	\$2,500.00	\$2,500.00
3. Site Restoration To Equal Or Better Condition, All Inclusive; Complete In Place	L.S.	1	\$2,500.00	<u>\$2,500.00</u>
TOTAL - SITE WORK				\$12,500.00

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
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B. WATER LINE ITEMS

1. Cut, Plug And Abandon (±950 L.F.) 12" DR-18 (C-900) P.V.C. Water Lines In Place, All Inclusive (See Note 4); Complete In Place	L.S.	1	\$14,250.00	\$14,250.00
TOTAL - WATER LINE				\$14,250.00
TOTAL - ITEM I				\$26,750.00

SUMMARY

I. <u>DISTRICT COST</u>		
A. TOTAL - SITE WORK ITEMS		\$12,500.00
B. TOTAL - WATER LINE ITEMS		<u>\$14,250.00</u>
	SUBTOTAL	\$26,750.00
	+10% CONTINGENCY	\$2,675.00
	+15% ENGINEERING	<u>\$4,413.75</u>
	TOTAL - ITEM I	\$33,838.75

CONSTRUCTION COST SUMMARY

<u>CATEGORY</u>	<u>TOTAL COST</u>	<u>DISTRICT REIMBURSEMENT</u>	<u>DEVELOPER COST</u>
I. District Cost Items	<u>\$33,838.75</u>	<u>\$33,838.75</u>	<u>\$0.00</u>
TOTALS	\$33,838.75	\$33,838.75	\$0.00

Notes:

1. Estimate assumes all spoil will remain on site.
2. Price adjustments will be necessary after three months from the date of this estimate.
3. This estimate does not include cost for relocations of existing utilities.
4. Water Line abandonment includes two 2" B.O.V. Remove And Dispose Of Three F.H. Assembly Includes Plug "Tee" fitting, two 12" plugs for abandoned line

RW/KC/mh

P 2805.903/E

\\2805_FBCMUD_50\02805.903 Abandonment of WL Interconnect\Admin\Estimates\02805.903_Cost Estimate No. 1 (d)

Exhibit C

Fort Bend County Municipal Utility District #50

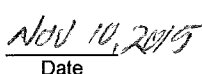
**Schedule of Work
and
Estimated Date of Completion**

(As Shown Below)

Construction Start Date: **December 01, 2015**

Construction Completion Date: **January 31, 2016**

Date
Fort Bend County


Initial

Date
MUD #50